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8 Attorneys for Plaintiff
9 TUTORING CLUB, LLC

10
11 UNITED STATES DISTRICT COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA

14 TUTORING CLUB, LLC, a Nevada
15 Limited Liability Company;

16 Plaintiff,

17 v.

18 JASON KRULEE, an individual;
19 JANET KRULEE, an individual; and
20 DOES 1 through 10, inclusive;

21 Defendants.

Case No. C 07 01720 SI

[PROPOSED] ORDER GRANTING
PLAINTIFF'S EX PARTE MOTION
FOR TEMPORARY RESTRAINING
ORDER AND ORDER TO SHOW CAUSE
RE PRELIMINARY INJUNCTION

22 After duly considering the complaint, plaintiff's ex parte
23 motion and supporting papers, and good cause appearing, the court
24 finds that the issuance of a Temporary Restraining Order and Order
25 to Show Cause re Issuance of Preliminary Injunction is necessary
26 and appropriate in that plaintiff Tutoring Club, LLC ("Tutoring
27 Club") has shown a probability of success on the merits and that it
28 is likely to suffer irreparable injury absent issuance of the
requested injunctive relief pending trial. Based thereon,

IT IS ORDERED that pending the hearing on the Order to Show
Cause re Issuance of Preliminary Injunction, defendants Jason

Krulee and Janet Krulee, along with any and all of their agents, employees, servants, assigns, attorneys, affiliated persons or entities, and all other persons or entities acting in concert with them or either of them, are hereby temporarily enjoined and restrained from doing any of the following acts:

A. Using any of Tutoring Club's trademarks, service marks, trade names, or logos, including but not limited to the following federally registered marks:

<u>Reg. #</u>	<u>Mark</u>
2990252	A Class Above. Guaranteed
2861460	TUTORUP
2562813	TUTORING CLUB DESIGN
2543817	TUTORING CLUB
2543816	TUTORING CLUB
2545740	TUTORING CLUB WHERE LEARNING IS FUN!
2572603	TUTORING CLUB

or any other mark, trade name or logo that is confusingly similar thereto;

B. Possessing or using any manual, software, equipment, or other materials received from Tutoring Club or containing any of Tutoring Club's trade secrets or proprietary information (including but not limited to any workbooks, teaching outlines, operations manual, learning aids, or any other document, software, or materials);

C. Using any telephone number, facsimile number, Internet

addresses, email addresses, or domain names that were used in the operation of the defendants' Tutoring Club franchise business (including but not limited to the telephone number of 408-848-8867, the facsimile number of 408-846-4340, and the email addresses of gilroyca@tutoringclub.com and tutoringclubgilroy@hotmail.com);

D. Using any signs, advertising, telephone listing, or website that contains or displays the "Tutoring Club" name or any of Tutoring Club's trademarks, service marks, or logos, or any other mark, trade name, or logo that is confusingly similar thereto.

IT IS FURTHER ORDERED that, pending the hearing on the Order to Show Cause re Issuance of Preliminary Injunction, Jason Krulee and Janet Krulee, along with any and all of their agents, employees, servants, assigns, attorneys, affiliated persons or entities, and all other persons or entities acting in concert with them or either of them, are directed, ordered, and required to do each of the following:

A. Immediately take all steps necessary to transfer to Tutoring Club any and all telephone numbers, facsimile numbers, Internet addresses, email addresses, or domain names used in the operation of the defendants' former Tutoring Club franchise, (including but not limited to the telephone number of 408-848-8867, the facsimile number of 408-846-4340, and the email addresses of gilroyca@tutoringclub.com and tutoringclubgilroy@hotmail.com);

B. Cancel any and all advertising and promotional materials (including any and all White Pages and the Yellow Pages advertising) for any telephone numbers that were used in connection with operation of the Krulees' tutoring business while they were

franchisees of Tutoring Club (including but not limited to 408-848-8867 and 408-846-4340; and

C. Immediately return to Tutoring Club all documents, manuals, software, equipment, and other materials, including but not limited to any workbooks, teaching outline, operations manual, learning aids, or any other document relating to Tutoring Club's System or otherwise containing any of Tutoring Club's trade secrets or proprietary information.

IT IS FURTHER ORDERED that defendants Jason Krulee and Janet Krulee shall appear before this court on May 11, 2007, at 9:00 a.m., in Courtroom 10, located at 450 Golden Gate Avenue, San Francisco, California, then and there to show cause, if any they may have, why a preliminary injunction should not be issued pending entry of judgment that enjoins and restrains the defendants, along with any and all of their agents, employees, servants, assigns, attorneys, affiliated persons or entities, and all other persons or entities acting in concert with them or either of them, from doing any of the following acts:

A. Using any of Tutoring Club's trademarks, service marks, trade names, or logos, including but not limited to the following federally registered marks:

<u>Reg. #</u>	<u>Mark</u>
2990252	A Class Above. Guaranteed
2861460	TUTORUP

1 2562813 TUTORING CLUB DESIGN
2 2543817 TUTORING CLUB
3 2543816 TUTORING CLUB
4 2545740 TUTORING CLUB WHERE
 LEARNING IS FUN!
5 2572603 TUTORING CLUB
6

7
8 or any other mark, trade name or logo that is confusingly similar
9 thereto;

10 B. Possessing or using any manual, software, equipment, or
11 other materials received from Tutoring Club or containing any of
12 Tutoring Club's trade secrets or proprietary information (including
13 but not limited to any workbooks, teaching outlines, operations
14 manual, learning aids, or any other document, software, or
15 materials);

16 C. Using any telephone number, facsimile number, Internet
17 addresses, email addresses, or domain names that were used in the
18 operation of the defendants' Tutoring Club franchise business
19 (including but not limited to the telephone number of 408-848-8867,
20 the facsimile number of 408-846-4340, and the email addresses of
21 gilroyca@tutoringclub.com and tutoringclubgilroy@hotmail.com);

22 D. Using any signs, advertising, telephone listing, or
23 website that contains or displays the "Tutoring Club" name or any
24 of Tutoring Club's trademarks, service marks, or logos, or any
25 other mark, trade name, or logo that is confusingly similar
26 thereto.

27 IT IS FURTHER ORDERED that, pending entry of judgment,
28 defendants Jason Krulee and Janet Krulee, along with any and all of

1 their agents, employees, servants, assigns, attorneys, affiliated
2 persons or entities, and all other persons or entities acting in
3 concert with them or either of them, are directed, ordered, and
4 required to do each of the following:

5 A. Immediately take all steps necessary to transfer to
6 Tutoring Club any and all telephone numbers, facsimile numbers,
7 Internet addresses, email addresses, or domain names used in the
8 operation of the defendants' former Tutoring Club franchise,
9 (including but not limited to the telephone number of 408-848-8867,
10 the facsimile number of 408-846-4340, and the email addresses of
11 gilroyca@tutoringclub.com and tutoringclubgilroy@hotmail.com);

12 B. Cancel any and all advertising and promotional materials
13 (including any and all White Pages and the Yellow Pages
14 advertising) for any telephone numbers that were used in connection
15 with operation of the Krulees' tutoring business while they were
16 franchisees of Tutoring Club (including but not limited to 408-848-
17 8867 and 408-846-4340; and

18 C. Immediately return to Tutoring Club all documents,
19 manuals, software, equipment, and other materials, including but
20 not limited to any workbooks, teaching outline, operations manual,
21 learning aids, or any other document relating to Tutoring Club's
22 System or otherwise containing any of Tutoring Club's trade secrets
23 or proprietary information.

24
25 As a condition to the effectiveness of this order, plaintiff
26 shall post an undertaking pursuant to Fed. R. Civ. P. 65(c) as
27 security in the amount of \$1,000.00.

1 IT IS FURTHER ORDERED that a copy of plaintiff's ex parte
2 motion and supporting papers, together with a copy of this Order,
3 shall be served on defendants by not later than 5 p.m. on 5/7/07,
4 2007.

5
6 5/7/07

7 Dated: _____



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9 HONORABLE SUSAN ILLSTON
UNITED STATES DISTRICT COURT